

AGREEMENT  
BETWEEN  
POTTAWATTAMIE COUNTY  
AND  
POTTAWATTAMIE COUNTY SHERIFF'S  
DEPUTIES ASSOCIATION

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July 1, 2021  
To  
June 30, 2023

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## **PREAMBLE**

THIS AGREEMENT is executed by POTTAWATTAMIE COUNTY, IOWA, hereinafter called "Employer", and the POTTAWATTAMIE COUNTY DEPUTY SHERIFF ASSOCIATION hereinafter called "Association".

## **ARTICLE 1 RECOGNITION**

The Employer recognizes the Association as the sole and exclusive bargaining representative for those employees of Pottawattamie County, Iowa in the following bargaining unit established pursuant to Order of Certification in PERB Case No. 5889, to wit:

INCLUDED: Office Clerk, Civil Clerk, Crime Scene Technician, Evidence Technician, Court Security Deputy, Civil Deputy, Road Deputy and Corporal.

EXCLUDED: Office Assistant, Sheriff, Chief Deputy, Lieutenants, Sergeants, Office Coordinator, and all other persons excluded by Section 4 of the Iowa Public Employment Relations Act of 1974.

And include or excluding those employees added or deleted to the bargaining unit by the Public Employment Relations Board during the Effective period of this Agreement.

**ARTICLE 2**  
**INTENT AND PURPOSE**

The Employer, the Association and the employees recognize and declare the necessity of providing the most efficient and highest quality services for the citizens and taxpayers of Pottawattamie County.

The employer, the Association and the employees further recognize and declare their mutual desire to promote harmonious relationships among the parties covered by this Agreement to establish equitable and peaceful procedures for the resolution of grievances, and to assure the effective and efficient operation of Pottawattamie County.

**ARTICLE 3**  
**EQUAL OPPORTUNITY**

The Employer and the Association agree to cooperate fully to assure that there will be no unlawful discrimination against any employee or person seeking employment because of race, creed, color, national origin, sex, sexual orientation, gender identity or age and will afford equal opportunity in hiring the physically handicapped by using the Americans With Disabilities Act as its policy guide in adopting requirements of job positions to be filled.

## **ARTICLE 4**

### **DEFINITIONS**

Employees shall refer to all employees of the Sheriff's Office. Office shall mean the Sheriff's Office.

Employer shall refer to the Sheriff acting on behalf of Pottawattamie County and the Pottawattamie County Board of Supervisors.

Part-time employees and temporary employees are not included within the bargaining unit, are not entitled to any of the benefits of this Agreement, and shall not become regular employees unless first hired as permanent employees and thereafter successfully complete the applicable introductory period.

#### **Introductory Employees**

- a. **Deputy Sheriffs** With regard to Deputy Sheriffs, per Iowa Code 341A.11, if the employee has successfully completed training at the Iowa law enforcement academy or a regional training facility certified by the director of the Iowa law enforcement academy prior to initial appointment as a deputy sheriff, the probationary period shall be for a period of up to nine months and shall commence with the date of initial appointment as a deputy sheriff. If the employee has not successfully completed training at the Iowa law enforcement academy or a regional training facility certified by the director of the Iowa law enforcement academy prior to initial appointment as a deputy sheriff, the probationary period shall commence with the date of initial employment as a deputy sheriff and shall continue for a period of up to nine months following the date of successful completion of training at the Iowa law enforcement academy or a regional training facility certified by the director of the Iowa law enforcement academy
- b. **Other Employees** With regard to all other employees, an introductory employee is an employee who has not successfully completed one (1) year of continuous service. During the introductory period, such employee may be removed or discharged by the Sheriff without cause.

A regular employee is an employee, other than a temporary employee or a part-time employee, who has completed the introductory period.

Anniversary Date shall be the most recent date of hire with the Pottawattamie County Sheriff's Office.

Compensatory Time shall be an employee's chosen way for compensation of overtime worked in lieu of pay at the rate of one and one half (1 ½) times. Employees may choose to cash out forty (40) hours of their accumulated compensatory time one time per fiscal year by providing the employer written notification three weeks in advance of the requested payment.

A day is defined as eight (8) hours for non-continuous shift employees and twelve (12) hours for continuous shift employees.

Continuous shift shall be a work schedule that allows for twenty-four (24) hour coverage.

A spouse is defined as a husband or wife as defined or recognized in the state where the individual was married, including in a common law marriage or same-sex marriage.

A parent is defined as a biological, adoptive, step or foster father or mother, or any other individual who stood *in loco parentis* to the employee when the employee was a child. This term does not include "parents-in-law".

A son or daughter is defined as a biological, adopted or foster child, a step child, a legal ward or a child of a person standing in loco parentis.

**ARTICLE 5**  
**MANAGEMENT RIGHTS**

In addition to all powers, duties and rights of the Employer established by constitutional provision, statute, ordinance, charter or special act, the Association recognizes the powers, duties and rights which belong solely and exclusively to the Employer, to-wit:

- a) the right to manage the Employer's operations and to direct the working force;
- b) the right to hire employees;
- c) the right to maintain order and efficiency;
- d) the right to extend, maintain, curtail or terminate operations of the Employer;
- e) the right to determine the size and location of the Employer's operations and to determine the type and amount of equipment to be used;
- f) the right to assign work, the right to determine methods and materials to be used, including the right to introduce new and improved methods or facilities and to change existing methods and facilities;
- g) the right to create, modify and eliminate departments, job classifications and job duties;
- h) the right to transfer, promote and demote employees;
- i) the right to suspend and discharge employees for proper cause;
- j) the right to lay off;
- k) the right to determine the number of persons to be employed by the Employer at any time;
- l) the right to enforce and require employees to observe rules and regulations set forth by the Employer:

provided, however, that these rights shall not be used for the purpose of discriminating against any employee because of his/her membership or non-membership in the Association.

The list of management rights set forth above is not exclusive and it is understood that except as specifically and expressly modified or limited by this Agreement, all of the rights, powers and authority and prerogatives the Employer had prior to this Agreement are retained by and reserved to it and shall remain within its exclusive control.



**ARTICLE 6**  
**ASSOCIATION RIGHTS AND RESPONSIBILITIES**

The Association recognizes its responsibilities as the exclusive bargaining representative of the employees within the bargaining unit and realizes that in order to provide maximum opportunities for continuing employment and fair compensation; the Employer must be able to operate efficiently and at the lowest possible cost. The Association, therefore, agrees to cooperate in the attainment of the goals and agrees to the following, to-wit;

- a) that it will cooperate with the Employer and support its efforts to assure a full and fair day's work on the part of its employees;
- b) that it will actively combat absenteeism and any other practice which restricts efficient operations of the Employer; and
- c) that it will earnestly strive to improve and strengthen good will between and among the County and its employees, the Association and the public.

The Employer will not interfere with the right of its employees to become members of the Association. The Association will not interfere with the right of the employees to refrain from Association membership. There shall be no discrimination by the Employer or the Association because of membership or non-membership in the Association. The parties will not discriminate against an employee because of an employee's support or non-support, or participation or non-participation, in Association affairs and activities. The Association agrees that neither it nor any of its officers or agents will engage in any Association activity which will interrupt or interfere with the operations of the Employer.

For the purpose of conducting Association business, the Employer agrees that a duly authorized representative of the Association may have access to the Employer's premises at reasonable times during working hours with the prior consent of the Shift Supervisor. Such visits shall not interfere with the performance of the job duties of any employee.

The Employer agrees to furnish and maintain bulletin boards or positions of bulletin boards, in convenient places, to be used by the Association. One (1) bulletin board shall be in the staff area for Road Deputies and one (1) in the staff area for Civil Deputies. The Association shall limit its posting of notices and bulletins to such bulletin boards and be responsible to

monitor posting to insure no derogatory material toward the County, Sheriff's Office or Employees is posted. Derogatory information shall include but not be limited to cartoons, caricatures, political comments, political advertisements and unsigned material. The Sheriff's Office reserves the right to recall any posted material it finds to be objectionable or inflammatory in nature.

The Employer may permit a limited amount of legitimate Association activity by local Association representatives, provided that such activity does not interfere with the performance of the job duties of any employee to be away from his/her assigned place of work, and provided further that work load requirements will not suffer as a result of such activity. The names of such authorized representatives shall be supplied to the Employer in writing and updated as changes occur. The Sheriff's Office reserves the right to limit the number of employees involved and type of activity to be held.

**ARTICLE 7**  
**WORK STOPPAGE**

The employer agrees that during the term of this Agreement, it will not engage in any lockout of its employees.

The Association agrees that neither it nor its officers or agents will cause, authorize, induce, encourage, instigate, ratify, condone or participate in any work stoppage, strike, slowdown or illegal picketing, including a refusal to cross any picket line, or any other action which interrupts or interferes with the operation of the Employer.

No employee shall cause, authorize, induce, encourage, instigate, ratify, condone or participate in any work stoppage, strike, slowdown or illegal picketing, including a refusal to cross any picket line, or any other action which interrupts with the operation of the Employer.

In the event of a violation of paragraph 3 of this Article or Section 12 of the Act by an employee, the Association agrees that it will take immediate, affirmative steps with the employee involved, including but not limited to sending out public announcements, letters, bulletins, telegrams and employee meetings, to bring about an immediate resumption of normal work.

In the event of a violation of any paragraph above, all legal censure of this act shall apply.

## **ARTICLE 8**

### **HOURS OF WORK**

This Article is intended to set forth the normal work week and work schedule, but shall not be construed as a guarantee of hours of work per day or per week, or days of work per week.

The normal work week for employees, other than employees working a continuous shift, shall consist of forty (40) hours, Monday through Friday, and the normal work schedule shall be eight (8) hours. The scheduled hours of the Investigation Officer may vary from the normal work schedule, as required by the job, but shall consist of a forty (40) hour week.

The minimal work schedule for employees working a continuous shift shall commence on a date to be set by the Employer, and thereafter shall continue on the following schedule, to-wit:

- 1) Two (2) consecutive twelve (12) hour workdays, followed by two (2) consecutive days off, then three (3) consecutive twelve (12) hour workdays followed by two (2) consecutive days off, then two (2) consecutive twelve (12) hour workdays, followed by three (3) consecutive days off.
- 2) A repetition of the above schedule.
- 3) The first shift shall be from six (6) a.m. to six (6) p.m. while the second shift shall be from six (6) p.m. to six (6) a.m.
- 4) No employee shall be required or ordered to work beyond sixteen (16) hours in any shift.

The above schedule creates eighty-four (84) hours worked in a fourteen (14) day pay period. As a result, in every fourteen (14) day pay period, each employee shall be required to take four (4) hours of earned time off (ETO). The time off shall be in either two (2) or four (4) hour blocks and shall be scheduled by the employer. ETO shall be utilized before any paid leave is granted with the exception of holiday leave.

If for any reason, the employee is unable to take the full four (4) hours off during a fourteen (14) day pay period, the employee shall be compensated in accordance with Article 9, Overtime.

Employees shall receive, when possible, a thirty (30) minute lunch period scheduled by the Employer as nearly as possible at or near the middle of their scheduled workday. This thirty (30) minute period shall be a paid lunch period for continuous shift employees.

Employees shall receive, when possible, a fifteen (15) minute break at or near the middle of the first and last half of their scheduled workday.

Employees may combine the paid lunch break and the two (2), fifteen (15) minute breaks.

It is understood and agreed that the work schedules for all employees may be changed by the Employer from time to time to meet the Employer's requirements. Any notice to a covered employee as to the change in his or her work schedule, shall be carbon copied to a designation Association representative. It is specifically understood and agreed that a second shift schedule or a split shift schedule may be necessary in the Civil Process Division, depending on the overtime situation. It is also understood and agreed that the Employer shall have the right to reduce, extend or maintain the hours of work for any employee, and employee shall be required to work as scheduled by the Employer. The Employer shall give the Association five (5) days' notice of any major change to the work schedule.

#### Day-Light Savings Time:

Employees that are affected by daylight savings time shall be paid for actual hours worked. Those employees so affected by the one (1) hour addition to their regular shift shall work an additional one (1) hour, and will be paid at time and one-half (1 ½) for that additional hour.

When daylight savings time begins in the spring and the clocks are set one (1) hour ahead, those employees working a shift so affected by the one (1) hour reduction in their regular work shift shall have a choice of:

1. End their shift and use one (1) hour of their vacation or compensatory time; or
2. Work a full shift of eight (8) hours for non-continuous shift employees or twelve (12) hours for continuous shift employees, staying over into the next shift.
3. If an employee takes the shift off, the employee will be required to utilize seven (7) hours for non-continuous shift employees and eleven (11) hours for continuous shift employees, of vacation or compensatory time.

**ARTICLE 9**  
**OVERTIME**

- A. Overtime. Overtime shall be defined as any time properly authorized or approved by the Employer and actually worked in excess of the employee's regularly scheduled work hours of eighty (80) hours in a pay period. It is the policy of the Employer to keep overtime worked to a minimum. Sick leave shall not be considered as hours worked for the purpose of calculating overtime.

No employee shall be paid or otherwise compensated more than once for work performed, nor shall pay, compensation or benefits be pyramided.

Overtime work shall be mandatory when required by the Employer and the employee shall work the hours directed by the Employer. Overtime shall not be used to punish or reward employee.

Overtime will be compensation at one and one-half (1 ½) times the employee's regular straight time hourly rate of pay, which shall be computed on the basis of the number of work hours per year.

- B. Call Back Time. An employee who is called back to work by the Employer shall be paid a minimum of two (2) hours pay at one and one-half (1 ½) his regular pay or shall receive compensatory time unless such call back is one (1) hour or less prior to the employee's regular shift. Also, the minimum does not apply when an employee is ordered to work beyond the employee's regular shift. This shall include call back time for court appearance, which shall also include telephonic and video hearings, provided that the employee is testifying because of circumstances arising out of his or her assigned work duties, and further provided that the employee has been ordered to testify by a Supervisor or is subpoenaed. Call back time shall also include being called in to work on reports and having to be present for internal affairs investigations. Call back time does not include vehicle maintenance.
- C. Force Out Time. In the event a shift or a portion of a shift become available due to unforeseen circumstances, and no employee voluntarily chooses the overtime, an employee is forced to cover the time considered as a force out. Force out time shall be paid at double time his/her regular pay or shall receive compensatory time.

- D. Compensatory Time. An employee may choose compensatory time off in lieu of overtime or call back time.

An employee desiring compensatory time off rather than overtime pay shall notify the Employer in writing prior to the cutoff period for computing wages for the period in which the payment would ordinarily have been made.

The Employer shall keep a record of any compensatory time which an employee has earned or used and the employee may request to see such record at any reasonable time. Compensatory time will be taken at times requested by the employer. A maximum of one hundred (100) hours of compensatory time may be accumulated by an employee. This maximum may be extended by the Sheriff or his designee due to emergency situations. An employee who has accumulated one hundred (100) hours of compensatory time shall be compensated for all hours in excess of one hundred (100) hours.

Compensatory time off requests shall be handled as other time off requests outlined in Article 13.

If the employee separates from County employment, the maximum lump sum payout the employee will receive is eighty (80) hours.

- E. Call Out for Transports. An employee who is called out to perform transportation services on their regular day off shall be paid fifteen (15) minutes at straight pay for travel time to the designated reporting location and fifteen (15) minutes at straight pay for travel time from the designated reporting location for a total of thirty (30) minutes.
- F. Call Out for Other Reason: An employee who is called out to perform duties associated with any specialty service unit (e.g. ERT, TI, Investigations) of the Sheriff's Office or to assist other employees due to manpower shortages shall, upon going on duty for that call out be paid thirty (30) minutes of overtime in conjunction with any other applicable overtime the employee is eligible for. For the purposes of this section, Call Outs for Transports as outlined in Section "D" are not eligible for this compensation.

## **ARTICLE 10**

### **TRADE TIME**

Employees may utilize a trade time agreement among themselves to a maximum of 12 trades per calendar year. Such agreement shall be voluntary and shall consist of employees agreeing to trade off working assignments in increments of two (2) hour blocks. For example if a continuous shift (12 hour) employee trades one day with a non-continuous shift (8 hour) employee, the continuous shift employee must work 12 hours or 1 ½ days for the non-continuous shift employee.

Trade time agreements shall be between employees within the same job classification, except that the Employer has the discretion to waive these requirements. Employees utilizing this agreement shall agree between themselves as to the payback conditions, except that the payback must be accomplished within sixty (60) days of their agreement. Such agreement shall be written on a form provided by the Employer, signed by the agreeing employees and the employee's supervisors. All trade agreements must have prior written agreement of both employee's supervisor, whose agreement will not be arbitrarily or capriciously withheld and submitted and approved two (2) days in advance, except in the event of an emergency. If there is an emergency, then the decision to approve or deny will be at the discretion of both employees' immediate supervisors. In the event one or both of the supervisors are unavailable, the proper chain of command will be followed.

If a substituting employee fails to report for duty for any reason, it shall be the responsibility of the substituting employee to attempt to find a replacement employee. Should the substituting employee fail to find a replacement employee, any time lost will be deducted from the substituting employee's appropriate leave provision, and disciplinary action may be taken by the Employer.



## **ARTICLE 11**

### **HOLIDAY**

Employees shall be granted ten (10) paid holidays, to-wit: New Year's Day, President's Day, Martin Luther King, Jr. Day, Memorial Day, Independence Day, Labor Day, Veteran's Day, Thanksgiving Day, Friday after Thanksgiving and Christmas Day.

Continuous shift employees shall receive one day of holiday leave for each holiday. Continuous shift employees shall receive ten (10) holiday days on January 1<sup>st</sup> of each calendar year. New continuous shift employees hired after January 1<sup>st</sup> shall receive holiday leave on a pro-rated basis for the first year of employment. Holiday leave must be taken in one day increments for continuous shift employees.

A continuous shift employee who works the actual holiday and not the county observed holiday shall be compensated at the rate of one and one-half (1 ½) times the regular rate of pay for the actual number of hours worked or shall have the option to accrue compensatory time. If a part of an employee's shift falls on the actual holiday, then the employee shall be compensated at the rate of one and one-half (1 ½) times the regular rate of pay for the actual number of hours worked on the holiday.

For employees who do not work a continuous shift, the Employer shall determine the date on which the above holidays are to be observed.

A non-continuous shift employee whose regularly scheduled day off falls on the County observed holiday and is scheduled to work on the actual holiday shall continue to be off on the County observed holiday and shall be given the actual holiday as a day off with pay at the straight time rate.

A non-continuous shift employee whose regularly scheduled day off falls on the actual holiday and is scheduled to work on the County observed holiday shall continue to be off on the actual holiday and shall be given the County observed holiday as a day off with pay at the straight time rate.

A non-continuous shift employee whose regularly scheduled to work both the County observed holiday and the actual holiday shall work on the County observed holiday at the employee's regular rate of pay and shall be given the actual holiday as a day off with pay at the straight time rate.

A non-continuous shift employee whose regularly scheduled days off fall on the actual holiday and the County observed holiday shall be given the next scheduled work day off with pay at the straight time rate.

When an employee requests time off, the employer shall provide a written copy of the approval or denial of that request to the employee or the employee's box as soon as possible.

Introductory employees will receive the designated holidays as regular employees.

Upon the death of an Employee, any accumulated holiday benefits shall be paid to the Employee's estate. Upon resignation, retirement or discharge from employment, holiday benefits shall be prorated and remaining holiday leave hours shall be paid to or deducted from the employee.

Holiday time off requests shall be handled as outlined in Article 15.

## **ARTICLE 12**

### **LEAVES OF ABSENCE**

#### **A. Sick Leave**

Sick leave shall be used for personal illness and injury of the employee, including employees on the job injury or disability, subject to the provisions set out hereinafter. Illness and injury shall include but not be limited to examinations or treatments for medical, surgical, dental or optical problems that would render the employee unable to perform his/her duties in a normal manner.

An employee may utilize up to forty-eight (48) hours of accumulated unused sick leave per calendar year for the care and necessary attention to ill or injured members of the employees immediate family. Immediate family for purposes of this section is defined as husband, wife, child, foster child, stepchild or parent.

The employee shall be allowed to utilize up to two-hundred-forty (240) hours of their sick leave per contract year, if a serious health condition affects a member of the employees immediate family as defined above. When granting additional sick leave, the county shall adhere to the definition of a "serious health condition" as outlined in the Family & Medical Leave Act of 1993. In order to qualify for additional sick leave, the employee must have a FMLA request on file accompanied by a physician's certification.

Employees shall be granted twelve (12) hours of sick leave per month, and shall have the right to accumulate unused sick leave up to a maximum of one-thousand forty (1040) hours. An Introductory employee will not be allowed sick leave until the employee completes six (6) months of continuous service, except as set out in paragraph 7 hereinafter, at which time such employee will be credited with the number of hours earned from the employee's date of hire.

Sick leave may be taken in fifteen (15) minute increments.

Except in cases of serious confining illness which are certified by a physician, sick leave will not be paid on the working day immediately preceding or following a holiday, unless the Employer is confident such sick leave is not being abused.

The Employer reserves the right to require a physician's certification for any absences due to sickness. The cost of obtaining a physician's certification as required by the Employer pursuant to this paragraph shall be borne by the Employer. If the Employer elects to require a physician's

certificate pursuant to this paragraph, the Employer shall so notify the employee at the time the employee notifies the employer he/she is sick.

To be eligible for sick leave payment, an employee shall notify the employer at least one (1) hour prior to start of the shift, but in any event, not later than the starting time of the employee's workday, unless the personal illness or injury occurs while at work.

#### **SWORN EMPLOYEES ONLY**

Upon normal retirement under IPERS, an employee may be eligible for retiree health insurance benefits. If an employee chooses to participate in the retiree health insurance program, he/she shall not be eligible for cash reimbursement of sick leave. If the employee is not eligible or chooses to waive the retiree health insurance benefits, he/she shall be eligible for cash reimbursement of their sick leave in accordance with the schedule outlined below.

Years of Service	Sick Leave Balance	Conversion Rate
20 Years	1,000 – 1,040 hours	100%
15 Years	1,000 – 1,040 hours	75%
10 Years	1,000 – 1,040 hours	50%
20 Years	751 – less than 1,000	75%
15 Years	751 – less than 1,040	50%
10 Years	751 – less than 1,040	25%
20 Years	600 – less than 751	50%
15 Years	600 – less than 751	25%
10 Years	600 – less than 751	15%

Upon death of an employee (regardless of IPERS eligibility), the employee's beneficiary or estate shall be reimbursed for the employee's unused accumulated sick leave in accordance with the schedule outlined above.

#### **CIVILIAN EMPLOYEES**

Upon normal retirement under IPERS or death (regardless of IPERS eligibility), employees shall be eligible for cash reimbursement of unused accumulated sick leave in the following increments:

Sick Leave Balance

Conversion Rate

0 – 599 hours accrued	0%
600 - less than 751 hours accrued	25%
750 - less than 1,000 hours accrued	35%
1,000 – 1,040 hours accrued	50%

### **General Provisions:**

Sick leave shall be reimbursed based upon the employee's regular rate of pay at the time of retirement. For budget purposes, if the retirement is not of an emergent nature, the County would like a six (6) month notification of the planned retirement date. Failure to give notice will not preclude benefit eligibility.

Termination of service shall terminate any and all obligation of the Employer in connection with unused sick time.

An employee who has accumulated 1,040 hours of sick leave may convert  $\frac{1}{4}$  of his/her accumulated sick leave in excess of 1,040 hours to vacation leave.

An employee who has exhausted their sick leave may participate in the sick leave donation program as outlined in the county personnel policy manual.

### **A. Funeral Leave**

Funeral leave of up to five (5) consecutive work days will be granted to employees for bereavement and attendance at the funeral for the following family members: mother, father, wife, husband, son, daughter, foster child, step child, mother-in-law, and father-in-law.

Funeral leave of up to three (3) consecutive work days will be granted for employees for bereavement and attendance at the funeral for the following family members: brother, sister, brother-in-law, sister-in-law, grandparents, grandchild or the spouse's grandparents.

Special consideration by the Sheriff or designee may be given by altering the days off to accommodate special circumstances surrounding the funeral services of a family member. Special circumstances include but are not limited to: delayed funeral service or burial, military honor service.

Any employee who has completed the Introductory period will be granted a half day of leave without pay to attend the funeral of a close family friend, or one day of leave with pay to attend the funeral for a fellow employee or relative not listed above. In the event of the death of an employee of the Sheriff's office, the Sheriff or his designated representative shall determine the minimum staffing requirements that will need to be in place at the time of the employee's funeral.

**B. Jury and Election Duty**

Any regular employee selected for jury duty or to work at the election polls shall receive a paid leave of absence for the time the employee spends on such duty. Said employee shall receive his/her regular wages and shall turn over to the Employer his/her jury or election services fees.

An employee who is summoned for jury duty or to work at the election polls, but is not selected, or an employee who is released from jury duty or from work at the election polls with an hour or more remaining on the employee's shift, shall return to work immediately.

If an employee is called for jury duty or to work at the election polls, the employee shall promptly notify the employee's immediate supervisor and provide the supervisor with a copy of the jury or election poll summons. An employee may request vacation or compensatory time in order to be off duty at least eight (8) hours prior to reporting for jury duty or to work at the election polls.

**C. Military Leave**

All employees, other than employees employed temporarily, who are members of the National Guard, organized reserves, or any component part of the military, naval or air forces or nurse corps of the state or nation, or who are or may be otherwise inducted into the military services of this state or of the United States, shall be, when ordered by proper authority to active state or federal service, entitled to a leave of absence from their employment with the Employer for the period of such active state or federal service, without loss of status or efficiency rating, and without loss of pay during the first thirty (30) days of such leave of absence. The Employer may make a temporary appointment to fill any vacancy created by such leave of absences, and may require documentation of such military service.

**D. Voting Leave**

Any employee, including an Introductory employee, required to work for all of the hours during which the polls are open on an election day, shall be given sufficient time off to vote.

**E. Maternity/Paternity Leave**

An employee anticipating a maternity leave may be entitled to a leave of absences without pay if she has exhausted her sick leave. An employee anticipating such leave shall notify the Employer as soon as possible of the anticipated date of birth.

The employee requesting maternity leave shall present a doctor's statement verifying when the employee's condition requires her to leave work and shall present a doctor's statement within ten (10) days following birth or miscarriage as to when the employee is able to return to work, and unless the employee returns to work within three (3) days of such date or any other date by reason of extension granted by the Employer based on medical grounds, the employee will be considered to have voluntarily resigned or retired.

Male employees, or in the case of a same sex relationship, the employee that did not give birth to the child, shall be permitted to utilize five days of accumulated sick leave for the birth and/or care for a newly-born or newly-adopted child or forty-eight (48) hours for continuous shift employees.

**F. Leave of Absence Without Pay**

A leave of absence without pay is a predetermined amount of work days off from work for whatever purpose, which has been requested by the employee and approved by the Sheriff or designee in writing. The employee will be given a copy of the authorization. In order to be eligible for a leave of absence without pay the employee shall have exhausted all applicable paid leave. The leave of absence shall be authorized at the Sheriff's discretion taking into account shift coverage.

The leave of absence without pay shall be for a minimum of thirty (30) calendar days and shall not exceed one (1) calendar year. The Sheriff may approve a deviation from these time periods.

Upon termination of any such leave of absence, the employee shall return to work in the same step or capacity as when he/she left, provided that during such period, no employee shall earn sick leave, vacation leave or other leave.

In the event an employee fails to return to work at the end of any such leave, he/she shall be deemed to have voluntarily resigned on the last day of work prior to such leave.

During a leave of absence without pay, the employee:

- a) must pay group hospital premiums falling due during any month the employee is not on the payroll;
- b) must pay premiums for coverage under any group life insurance plan;
- c) shall not receive any other job benefits during the period of absence;
- d) shall not acquire additional seniority during said leave; and
- e) approval of secondary employment during a leave of absence shall be at the discretion of the Sheriff.

When an employee requests time off, the employer shall provide a written copy of the approval or denial of that request to the employee or the employee's box as soon as possible. The Sheriff or designee may make exceptions to any of the above conditions (a-d) for leaves not exceeding fifteen (15) working days.



**ARTICLE 13**  
**VACATIONS**

Every employee shall be eligible for paid vacation time after one (1) year of service with the Employer.

Vacation allowances shall be earned based on the following schedule, providing that existing employees shall not have a reduction in the number of their vacation days:

<u>Employment Requirements</u>	<u>Vacation Period</u>
After 1 year of continuous service	80 hours per year
After 5 years of continuous service	120 hours per year
After 10 years of continuous service	160 hours per year
After 15 years of continuous service	200 hours per year

The rate of vacation pay shall be the employee's regular straight time rate of pay in effect for the employee's regular job on the payday immediately preceding the employee's vacation period.

Vacation may be taken in fifteen (15) minute incremental periods.

Vacations shall be granted at the time requested by the employee, subject to the approval of the Employer. The request is to be made in writing. In the event of an emergency, the employee's immediate supervisor may approve or deny an immediate request for the use of vacation earned, taking into account the factors surrounding the request and shift coverage only. The Employer shall have the right to approve or disapprove of an employee's requested vacation period, considering the scheduling requirements of the department, and shall not consider individual personalities, nor shall the Employer discriminate between or among employees. If the work load permits vacation, compensatory time and/or holidays, but the number of persons on time off must be limited, seniority based on the sworn date of hire for Deputy Sheriff's and date of hire for civilian employee shall govern, except as outlined below. Any request for vacation, compensatory time or holidays submitted before February 1<sup>st</sup> for time off after February 1<sup>st</sup> shall be allocated by seniority based upon date of hire of the employee, provided the employee has submitted their request for time off before February 1<sup>st</sup>. Any requests made for vacation, compensatory time or holidays submitted in January for time off to be taken in January shall be allotted on a first come first serve basis with seniority having no impact. If the work load permits vacation, but the number of persons on vacation must be

limited, seniority based on the sworn date of hire for Deputy Sheriff's and date of hire for civilian employees shall govern. When an employee requests time off, the employer shall provide a written copy of the approval or denial of that request to the employee or the employee's box as soon as possible.

Accordingly:

- a. The first vacation period earned, after completing one (1) full year of service, shall be taken prior to January 1, unless the Employer, for good cause, extends the period.
- b. Thereafter, on January 1 of each year, the Employer will credit each employee with the amount of vacation the employee will earn on the employee's next anniversary date, determined on the basis of the contract in effect on that January 1. If an employee uses vacation credited on January 1, prior to the time it is earned, and if the employee is terminated for any reason prior to the time the vacation is earned, the employee will reimburse the Employer for the vacation pay.
- c. No employees shall be entitled to vacation pay in lieu of vacation.
- d. Up to one hundred sixty (160) hours of vacation may be carried from one year to the next however, it must be used by July 1<sup>st</sup> or it shall be forfeited.

## **ARTICLE 14**

### **GRIEVANCE PROCEDURE**

A grievance is defined as a dispute an employee may have with the Employer concerning the interpretation, application or violation of the express terms of this Agreement by the Employer. The time for filing a grievance shall commence when the employee receives notification of the change. Should an employee have a grievance, it shall be adjusted in the following manner.

#### **Step 1:**

1. An employee shall submit a written grievance to the Sheriff, Chief Deputy, Lieutenants or Office Coordinator with a copy provided to the Association President within fifteen (15) calendar days the employee knew or should have known of the grievance. The written grievance shall be time stamped and signed by the Sheriff or his designee to indicate the date it was received by the Sheriff or his designee.
2. The Sheriff or his designee shall respond in writing to the grieving employee with a copy provided to the Association President within fifteen (15) calendar days from the date of receipt of the grievance. The Sheriff or his designee shall time stamp the response and the grieving employee or the Association President shall sign by the time stamp or it shall be served upon the employee by a Deputy.

#### **Step 2:**

- a. If the grievance is not resolved to the employee's satisfaction, the employee may, within ten (10) calendar days of the response's time stamped date, file a written request for arbitration with the Sheriff or his designee. The written request for arbitration shall be time stamped and signed by the Sheriff or his designee to indicate the date it was received by the Sheriff or his designee.
- b. The parties shall meet within ten (10) calendar days to select a mutually agreed upon arbitrator. If an arbitrator cannot be agreed upon, then either party may contact the Iowa Public Employment Relations Board (PERB) to request a list of five (5) arbitrators.
- c. The parties shall meet within five (5) calendar days of receipts of the arbitrator list from PERB to select an arbitrator. Each party shall strike two (2) names from the list, with the party requesting arbitration to have the first strike.

The time limits shall be strictly construed as to both parties, except as mutually agreed upon by both parties in writing. Failure to comply with the time limits by an employee shall result in a

forfeiture of the grievance. Failure to comply with the time limits by the employer shall result in an unconditional acceptance of the employee's remedy requested in that step.

The arbitrator shall have no right to amend, modify, nullify, ignore, add to or subtract from the provisions of this Agreement. The arbitrator shall consider and decide only the specific issue or issues submitted in writing by the parties and shall have no authority to make a decision on any other issue not so submitted.

The arbitrator shall submit the decision in writing within fifteen (15) days following close of the hearing of the submission of briefs by the parties, whichever is later, unless the parties agree to an extension thereof in writing. The decision of the arbitrator shall be final and binding on both parties.

Employees appointed into civil service who are removed, suspended or demoted may within ten (10) days appeal to the Civil Service Commission per Chapter 341A of the Iowa Code.

An aggrieved employee shall have the right to process his or her grievance individually, by the Association and/or by an Attorney at Law. If the employee processes the grievance individually or by their own Attorney, then the Association shall have the authority to join in the grievance at any step in the grievance process. Additionally, the Association shall be authorized to present a common grievance to the employer on behalf of a group of Association members.

If a grievance is not resolved in the first step and goes to an arbitrator for a decision, then the fees and expenses of the arbitrators shall be borne by the losing party. Each party shall pay its own cost of preparation and presentation for arbitration. No stenographic transcript of the arbitration hearing shall be made unless requested by a party. The cost of stenographic reporting of the hearing shall be borne by the party requesting the same, except that the party may request a copy of such transcript, in which case the parties shall equally divide the cost of stenographic reporting and of the transcripts.

Grievances may be investigated, processed and presented by a representative during working hours within reasonable time limits without loss of pay, provided notice is given and the work load permits. The Employer's determination as to work load shall be subject to arbitration only to the extent that the Employer's action is shown to be an attempt to frustrate the grievance procedure, discrimination between or among employees, or to harass or coerce the Association.

## **ARTICLE 15**

### **SENIORITY**

For all purposes under this contract, seniority is defined as an employee's length of continuous service with the Pottawattamie County Sheriff's Office from his/her sworn date of hire or civilian date of hire.

New employees shall be added to the seniority list from their date of hire after completing the introductory period.

The seniority list for employees shall be maintained by the Employer and renewed and posted on employee bulletin boards every six (6) months. A copy of the seniority list shall be made available upon request by the Association. Any protests as to the correctness of the list must be made in writing to the Employer within thirty (30) working days. A seniority list for job classification shall also be maintained by the employer. The same guidelines as above will dictate as to the times the list will be updated, posted and protested. Classifications for the seniority list shall be:

1. Office Clerk
2. Deputy
3. Corporal
4. Crime Scene Technician
5. Evidence Technician

Seniority within the classification of deputy shall be from his/her sworn date but the parties agree that the exercise of seniority to transfer into a position within the Road, Civil or Court Security divisions shall be based upon job vacancies. In other words during seniority bidding process, existing deputies working with the Road, Civil or Court Security Divisions cannot be displaced from that division by more senior deputies but will be subject to seniority from his/her sworn date with respect to the seniority bidding process. Once an opening exists and a deputy transfers into the Road, Civil or Court Security divisions he or she can exercise seniority for the seniority bidding process based upon his/her sworn date rather than date of transfer during the next annual bidding opportunity.

Seniority and the employment relationship shall be broken and terminated if an employee quits for any reason; is discharged for just cause; is absent from work three (3) consecutive working days without notification to and authorization from the Employer; is laid off for a period exceeding eighteen (18) months or the employee's seniority, whichever is lesser; is on layoff

and fails to report to work within the time period set out in the Article on Procedures for Staff Reduction; or fails to report to work on the next scheduled workday at the completion of a leave of absence.

For shift bidding purposes, if a Corporal or an Investigator voluntarily or involuntarily returns to the deputy classification from which he/she was appointed, then he/she shall retain his/her combined seniority in the classifications of Corporal or Investigator and the deputy classification from which he/she was appointed.

Seniority gained within a classification shall not be lost in moving between classifications but shall be maintained in the event the employee returns to that classification.

It is the right of the Employer to determine when a job is vacant and when it will be filled.

An employee who is promoted to a position outside of the bargaining unit and subsequently returns to a position within the bargaining unit shall be given full credit for the service earned prior to his/her promotion and additionally will be credited with the earned service to his/her promoted position after he/she had fulfilled the Introductory period. Seniority will be the total amount of service spent in both the bargaining and promoted positions and may be used accordingly where seniority is referred to in this contract. If an employee returns to a bargaining unit position between the seniority bidding process, the employee may not exercise that seniority until the next regular bidding process is held. Assignments, vacation schedules, etc. will be at the discretion of the Sheriff until the next bidding process takes place.

**ARTICLE 16**  
**PROCEDURES FOR STAFF REDUCTION**

In the event the Employer determines that employees must be laid off, the Association shall be notified in writing within ten (10) administrative working days after the determination. Employees shall be laid off based upon seniority from his/her sworn date or civilian date of hire.

If the number of employees to be laid off within the classification exceeds the number of employees in that classification, the Employer shall consider qualification, ability to perform, and seniority and if qualifications and ability to perform are equal between and among affected employees, seniority shall govern. Temporary, part-time and Introductory employees performing duties within the job classification from which employees have been or are to be laid off, are to be laid off first and have not recall rights.

An Association officer shall be present during all of the decision making meetings and decision making process of the administration concerning staff reductions.

An employee to be laid off will be notified thereof in writing at least ten (10) working days prior to the effective date of the layoff.

Within the job classification laid off, employees will be returned to work in the reverse order in which they were laid off. No new employees will be hired for a job in the classification from which employees have been laid off until all employees laid off from that classification have been given notice of recall.

An employee who is laid off shall keep the Employer advised of the employee's current mailing address. Notice of recall shall be sent by certified mail to the employee's latest advised address. An employee shall report to work within one hundred twenty (120) hours after notice of recall is received or within one hundred sixty-eight (168) hours after notice of recall is mailed, whichever is lesser, unless the notice of recall provides for a specific later effective date of recall, in which case the employee shall report on said effective date.

**ARTICLE 17**  
**WORKING OUT OF CLASSIFICATION**

If an employee is requested to work in a higher rated job classification on the wage schedule for a period exceeding ten (10) consecutive working days, he/she shall receive at least the minimum hourly rate for the higher job classification for all hours actually worked out of classification, and shall be returned to his/her regular rate of pay upon completion of his/her temporary assignment.



## ARTICLE 18 INSURANCE

The Employer shall provide a group health insurance plan for employees, including introductory employees.

For the contract year beginning July 1, 2021 and ending June 30, 2023, the Employee shall contribute eleven percent (11%) of the premium cost of single coverage group health insurance, not to exceed \$95.00 per month and eleven percent (11%) of the premium cost of family coverage group health insurance, not to exceed \$220.00 per month.

Employees who participate in the county's wellness program and successfully complete the requirements of the program will receive a \$30.00 per month incentive applied to their health insurance premium after the waiting period has fulfilled.

For contract period beginning July 1, 2021 and ending June 30, 2023 the parties agree that the Board of Supervisors may elect to reopen the contract for wages and insurance if the PPO health insurance premium rate increase exceeds five (5%) for the same coverage. If the premium rate increase is five percent (5%) or lower, the county shall maintain the health care program and benefits as outlined in Appendix B for the 2021-2023 contract year and the employee shall maintain the contribution level as indicated above.

### Retiree Health Insurance

A Deputy Sheriff who is eligible to retire under IPERS (age 55, if vested; or age 50 with 22 years of eligible service) may choose to continue in the County's primary health insurance program and receive insurance coverage as provided for retirees until he/she reaches his/her 65<sup>th</sup> birthday. The County will assist the employee by paying a portion of the single premium for a period of 5 years from the date of retirement. During this 5 year period, the rate paid for by the County is based upon an employee's continuous years of service with the Pottawattamie County Sheriff's office and his/her sick leave balance at the time of retirement. The County shall pay a percentage of the premium for single coverage in accordance with the following schedule.

Years of Service	Sick Leave Balance	Single Premium Rate Paid by County
20 Years	1,000 – 1,040 hours	100%
15 Years	1,000 – 1,040 hours	75%

10 Years	1,000 – 1,040 hours	50%
20 Years	751 – less than 1,000	75%
15 Years	751 – less than 1,000	50%
10 Years	751 – less than 1,000	25%
20 Years	600 – less than 751	50%
15 Years	600 – less than 751	25%
10 Years	600 – less than 751	15%

Eligible employees must be enrolled in a County insurance program prior to retirement. The retiree shall be provided coverage under the primary carrier selected by the County for active employees. If the employee elects family coverage he or she shall receive the benefit of the value of the payment of the single coverage as depicted within the schedule set forth above but shall be responsible for paying the differential between that value and the cost of the family coverage.

If federal legislative change results in the alteration of the current Medicare eligibility age of 65, the parties agree to allow for a limited re-opener to discuss modification of the retiree health insurance provision to allow for language changes necessary to properly reflect the intent of the parties in adopting the original retiree health insurance provision.

If the employee chooses to participate in the County's retiree health benefit as outlined above, the employee will not be eligible for the sick leave buyout at retirement. For budget purposes, if the retirement is not of an emergent nature, the County would like a six (6) month notification of the planned retirement date. Failure to give notice will not preclude benefit eligibility.

The Employer recognizes its responsibilities to defend and indemnify its employees as a result of any tort for which they are held liable in accordance with Chapter 613A the 1981 Code of Iowa.

The employer shall provide, at no cost to the employee, a group term life insurance plan in the amount of twenty-five thousand (\$25,000) with twenty-five thousand (\$25,000) of additional accidental death and dismemberment insurance. The accidental death and dismemberment insurance policy also includes an additional ten thousand dollar (\$10,000) benefit if seat belts were worn for a death in a car accident.

The employer shall provide, at no cost to the employee, a long term disability insurance plan, with a one hundred eighty (180) calendar day waiting period. The plan shall pay sixty percent (60%) of the employee's gross base monthly salary, exclusive of commissions, bonuses and overtime compensation, for a maximum of Five Thousand Dollars (\$5,000) per month.

The Employer shall provide, at no cost to the employee, a dental insurance plan as referenced in Appendix C. Employee's choosing dependent coverage shall contribute an amount not to exceed seventeen dollars (\$17.00) per month.

**ARTICLE 19**  
**HEALTH AND SAFETY**

The Employer agrees to continue to make reasonable provisions for health and safety of its employees during the hours of employment.

The Association and the employees will extend their complete cooperation to the Employer in maintaining Employer policies, rules and regulations as to health and safety, and in assisting the Employer in fulfilling state and federal requirements relating thereto.

Equipment furnished by the Employer shall be used properly and the employee shall return to the Employer all equipment issued to the employee at such time as the employment is terminated.

If any employee is required to wear protective clothing, or any type of protective device as a condition of employment, such protective clothing or protective device shall be furnished to the employee by the Employer. The Employer shall pay the actual cost of repairing or replacing an article of such protective clothing or equipment which is damage unintentionally while on the job.

If the Employer requires an employee to obtain a physical examination, the cost of the examination shall be provided by the Employer.

Drug and alcohol testing of employees will be required after all accidents which result in a death, personal injury or damage to property at the Sheriff's discretion. The Employer will establish a probable cause drug testing procedure for employees. The Union will be consulted regarding this procedure prior to its implementation.

The Employer and the Union mutually agree to adhere to the Random Drug Testing policy date September 9, 2004. The Union will be consulted regarding any changes to this policy prior to implementation.

Bullet proof vests shall be provided by the Employer and handled through the Sheriff's Standard Operational Procedure (SOP) and that vests will be issued on a staggered scheduled and replaced by the Employer as needed.

## **ARTICLE 20**

### **UNIFORMS**

The County shall furnish uniforms to each full-time and introductory employee.

Employees may be reimbursed for the following items damages in the course of their employment as follows:

Eyeglass/contact lenses	reimbursement in full
Watch	Up to \$100.00
Clothing	Up to \$100.00

Each full-time bonded deputy shall be given a uniform allowance of \$750.00 per contract year for purposes of furnishing them with standard equipment.

The County shall provide uniforms upon hire to each full-time Office Clerk. The county shall issue three (3) pairs of pants and three (3) shirts, either long sleeve or short sleeve. Each year thereafter, each full-time Office Clerk shall be given a uniform allowance of two hundred dollars (\$200.00) per contract year for purposes of purchasing additional uniforms. Uniforms are considered clothing that is a condition of employment and are not work or adaptable to general use as ordinary clothing. Failure to use this allowance will cause the forfeiture of the same. The purchase of standard equipment requires prior authorization from the employer's representative.

Each full-time Evidence /Crime Scene Technician shall be given a uniform allowance of \$400.00 per contract year for the purposes of furnishing the Technician with clothing and equipment.

## **ARTICLE 21**

### **WAGES**

Employees shall be compensated in accordance with the Wage Schedule attached hereto, marked Appendix A and incorporated herein by the reference.

Effective July 1, 2021, Deputies who are on the step and grade will receive the step increase on July 1<sup>st</sup> of each year according to Appendix A.

Deputies who are on the last step of the step and grade will be moved to the last step of the 2021-2022 wage scale in Appendix A, plus 1.25%. In 2022-2023 these employees will receive a 1.5% pay increase.

Non-uniformed employees will who are on the step and grade will receive the step increase on July 1<sup>st</sup> of each year according to Appendix A.

Year 1 of the contract, for those employees within the step and grade, they will be given a base pay increase (amount dependent upon uniformed or non-uniformed position). We will then look at the new step and grade to determine which steps is closest to the new base pay rate and the employee will be moved to that step.

Any employee whose pay is in dispute, or the employee's representative, shall have the right to examine the time sheets and other records pertaining to the computation of pay of that employee at reasonable times.

Employees promoted to another job classification having a higher pay grade shall be brought to the entry step of the new pay grade, or to a step on the pay grade which would be equivalent to a one (1) step pay increase.

Field Training Officers (FTO) who trains a trainee for a minimum of 4 hours and up to 8 hours shall be paid 1 hour of overtime as compensatory time or overtime pay. Anything at 8 hours or more would be paid 2 hours of overtime as compensatory time or overtime pay.

Acting Supervisor Pay: Acting Supervisor's shall be compensated at the rate of fifty cents (\$.50) per hour for time spent performing those job duties. Acting Supervisor's shall be assigned on a rotating basis based on seniority and their willingness to act in that capacity.

Specialty Pay: Sworn employees who are assigned to specialty assignments, specifically and limited to; K9, Crisis Negotiation, Bomb Squad, Emergency Response Team, Traffic Investigation and Investigators, shall receive an additional 1.5% of their regular (non-overtime) earnings per pay period. In order to receive this pay, the employee shall maintain the qualifications for the specialty assignments as directed by the Standard Operating Procedures, and attend and successfully complete all required training. The additional pay will cease when the employee is no longer assigned to the specialty assignment.

Employees are only eligible to receive pay for one specialty assignment.

The staff of these specialty assignments has been set by the Sheriff and/or Chief Deputy.

## **ARTICLE 22**

### **GENERAL PROVISIONS**

This Agreement shall be construed under the laws of the State of Iowa. Whenever the context of this Agreement permits, the masculine gender includes the feminine, the singular number includes the plural, the reference to any party includes its agents, officials and employees.

In the event an Article, section or portion of this Agreement should be held invalid and unenforceable by any court of competent jurisdiction, such decision shall apply only to the specific Article, section or portion thereof specifically in the court's decision; and upon issuance of such a decision the Employer and the Association shall agree to negotiate a substitute for the invalidated Article, section or portion thereof. In addition, the parties agree to a limited re-opener to discuss contract changes consistent with any statutory changes that may arise.

This Agreement constitutes the entire agreement between the parties with the exception that this Agreement may be supplemented or modified by the written consent of both parties in documents referred to as Memorandums of Understanding. The modified or supplemental terms outlined in a Memorandum of Understanding shall be a change of this Agreement only until the effective date of the next negotiated Agreement between the parties. The parties acknowledge that during the negotiations which results in this Agreement, each had the right and opportunity to make proposals with respect to any subject or matter not removed by law from the area of bargaining and that the understanding and agreements reached are set forth in this Agreement. Therefore, the county and the Association, for the life of this Agreement, each agrees that the other shall not be obligated to bargain collectively with respect to any subject covered in this Agreement, or with respect to any subject matter not referred to or

covered in this Agreement, even though such subject or matter may not have been within the knowledge or contemplation of either or both of the parties at the time they negotiated or signed this Agreement.

## **ARTICLE 23**

### **JOB AND SHIFT BIDDING**

Any new or vacant regular full-time positions will be posted for bid within thirty (30) days of establishment or vacancy. The Employer will determine when a vacancy occurs.

The posting shall be for a period of five (5) days and shall specify the date and time which bids will be accepted. It will specify the position and shift, as well as any qualification, certifications, experience or training required (e.g., applicant shall be a trained traffic investigator with at least three (3) years of patrol experience.) Position will be awarded within the ten (10) days of the closing of the bids for deputies within their job classifications. Positions shall be assigned by seniority. Investigator's positions shall be assigned as determined by the Sheriff.

In the event a position remains vacant due to employees not bidding, the Sheriff shall determine who will fill the position and take appropriate action to fill the vacancy.

Positions awarded shall be subject to a sixty (60) day Introductory period during which time the employee will be required to satisfactorily learn and perform the duties of this position. If the employee fails to satisfactorily learn and perform the position within this period, the employee will be disqualified from such position and will be transferred back to his/her former position.

The parties agree that no bidding will be required for temporary positions and/or assignments. If a temporary position extends beyond forty-five (45) days, the Association will be consulted.

All bidding for shifts shall occur between November 1 and November 7 of each year for shift changes beginning January 1 of the following year. The Employee or his/her designee within the bargaining unit shall designate his/her desired shift within the timeframe set forth above. Shifts shall be awarded by seniority as set forth in Article 16. The Sheriff or his designee shall notify those persons affected by shift changes no less than seven (7) days before the change takes place.



## **ARTICLE 24**

### **DISCIPLINE AND DISCHARGE**

Employees shall not be disciplined and discharged without just cause. Unsubstantiated anonymous complaints shall not be used as a sole basis for discipline. If only a first name is given, this shall be treated as an anonymous complaint.

#### **A. Definitions**

Private Citizen is an individual not in the employ of the Pottawattamie County Sheriff's Office.

Formal complaint is a written report by a private citizen alleging misconduct by a Pottawattamie County Sheriff's office employee against that citizen while the employee is engaged in his official duties.

Anonymous complaint is a complaint made by a private citizen either in writing or verbally wherein the private citizen refuses to give their full name.

Third party complaint is a complaint made by a private citizen alleging misconduct of an employee with engaged in his official duties and the private citizen has no firsthand knowledge of the misconduct.

Punitive action is defined as any action which may lead to dismissal, demotion, suspension, reduction in salary, written or verbal reprimand or transfer for purposes of punishment.

#### **B. Citizen Complaints**

A private citizen wishing to make a formal complaint shall be required to sign a complaint specifying the alleged misconduct.

The Pottawattamie County Sheriff's Office may receive informal complaints, third party complaints or other complaints as information to be processed on an individual basis.

#### **C. Procedures**

Complaints by citizens against employees shall be handled in the following manner:

1. The employee receiving a complaint from a private citizen shall immediately file a report or complaint to his immediate supervisor, unless the complaint is against the employee's immediate supervisor, at which time the employee shall file the complaint with the next highest level in the chain of command. The employee shall only file a report or complaint if the private citizen makes a formal complaint.
2. The complaint shall include the following information: Complainant's name, address, telephone number; what actions or lack of actions brought about the filing of the complaint; date, time, and place of occurrence of the incident; how the complaint was received by the employee; date and time of the employee receiving the complaint; and any witnesses to the incident.
3. The Sheriff or Chief Deputy may assign investigations of complaints to appropriate persons.
4. If there should be any doubt by a supervisor as to what course of action he should take in a particular case, he shall obtain all possible facts and submit them to the Sheriff, who shall determine the actions to be taken.
5. Upon receipt of a complaint by a supervisor, he shall proceed in the following manner: If the complaint is minor, such as an employee's attitudinal behavior, he may issue a verbal reprimand. If the complaint is of a more serious nature, he may relieve the employee to present himself at the Sheriff's Office at 9:00 a.m. the next day, and will prepare a report of all facts and circumstances involving the incident, to be available to the Sheriff at 8:00 a.m. the next day.
6. The Sheriff may classify the report as:
  - a. Unfounded-investigation indicates that the act or acts complained of did not occur or failed to involve department personnel.
  - b. Exonerated-incident did occur but the act or acts were justified, lawful and proper.
  - c. Not sustained-investigation failed to discover sufficient evidence to clearly prove or disprove the allegation made in the complaint.
  - d. Not involved-investigation establishes that the individual subject to this complaint was not involved in the alleged incident.

- e. Founded-investigation reveals allegations to be substantiated.
7. The Sheriff shall review all facts presented in the report. He may review the employee's record prior to making a determination of the action to be taken. The Sheriff may then take any of the following disciplinary measures:
- a. Oral reprimand-administered by a supervisor of the offender. A report shall be filed by the officer giving the reprimand and shall contain when, where, by whom and the substance of the reprimand which shall be placed in the personnel file of the employee.
  - b. Written reprimand-a copy shall be given to the offender in receiving the disciplinary action. A copy shall also be filed in the employee's personnel folder.
  - c. Suspension-suspended for a specific number of days.
  - d. Demotion-in rank.
  - e. Dismissal-removal from active duty for cause.
8. Complaints against employees by other employees shall be handled in the same manner as set forth above.
9. Should an employee be charged with a deliberate violation of department rules, policy, procedures or some more serious offence or infraction, the employee's immediate supervisor may relieve him from duty immediately, subject to review by the Sheriff.
- D. Disciplinary action that may be taken by each level of command.
- 1. Corporal-May give oral reprimands for minor infractions; invoke relief from duty procedure if warranted.
  - 2. Sergeant-may give oral reprimands for minor infractions, give written reprimands, initiate an investigation, invoke relief from duty procedure if warranted.
  - 3. Lieutenant-may give oral reprimands, give written reprimands, recommend investigations, and make written recommendations to the Chief Deputy or Sheriff.
  - 4. Chief Deputy-may give oral reprimands for minor infractions, written reprimands for minor or major infractions, initiate an investigation, turn back an investigation started at a lower level, invoke relief from duty procedure if situation warrants, suspend an employee for any length of time, and when required, demotion.

5. Sheriff may give oral reprimands for minor infractions, written reprimands for minor or major infractions, suspend the employee for any length of time, dismiss the employee from service for cause, and when required, demotion.

E. Employee Bill of Rights

When an employee is under investigation or subjected to being interviewed by his immediate supervisor or any other authorized representative of the Sheriff's Office, which could lead to punitive action, the employee shall be entitled to the following protection:

1. Employees and the Pottawattamie County Sheriff's Office shall not solicit any formal citizen's complaints against an employee. Solicitation shall not be construed to mean any following up of a formal complaint, an anonymous complaint or a third party complaint.
2. An employee shall not be subjected to offensive language, nor be threatened with dismissal, transfer or other disciplinary punishment as a guise to attempt to obtain the employee's resignation, nor shall the employee be intimidated in any other manner. No promises or rewards shall be made to the employee as an inducement to answer questions.
3. Any investigation concerning the conduct of an employee, which conduct is allegedly either off duty or on duty shall be initiated only with the approval of the Sheriff.
4. An accused employee shall be informed of the nature of the investigation at the time of the interview by the Sheriff or his designee.
5. When possible, all interviews shall be conducted at a reasonable hour and when the employee is on duty, and if conducted during off duty time, the accused employee shall be compensated in accordance with overtime procedures.
6. The interview session shall be for a reasonable period taking into consideration the gravity and complexity of the issue being investigated.
7. Unless agreed to by the accused employee or as required by law, the County shall not divulge the reason for any disciplinary action that is not appealed beyond the

Sheriff's Office. The Sheriff's Office shall make every reasonable effort to insure that no employee's home address, home telephone number or photographs of the employee is released to the news media or for public consumption.

8. An accused employee shall be permitted to have an attorney, Pottawattamie County Deputy Sheriff's Association representative or both present during the interview.
  9. Any audio, visual, electronic or other recordings that are made of the interview proceedings shall be given to the accused employee, at no cost to the employee.
  10. The employee shall be informed prior to the interview the names of all persons other than the Sheriff's Office personnel that will be present during the interview.
  11. No employee shall have any comment adverse to his interest entered in his personnel file without the employee having first read and signed the instrument containing the adverse comment indicating that he is aware of such comment, except that such entry may be made if after reading such instrument the employee refuses to sign, that fact shall be noted on that document, and initialed or signed by such employee.
  12. An employee shall have thirty (30) days in which to file a written response to any adverse comment entered in his personnel file. Such written response shall be attached to and shall accompany the adverse comment.
  13. The above shall not be construed to restrict management rights to speak with or briefly question employees on verbal or informal complaints of citizens if this questioning may lead to an expedient end of the complaint. Nor shall it restrict internal investigations brought about by shift supervisors. However, should a citizen make a formal written complaint or should a brief investigation uncover facts that may lead to a formal or major investigation or interview, then the procedures set forth above and in subsection C shall be followed.
- F. No sworn officer shall be disciplined based solely on information gathered by Global Positions Systems (GPS); this provision shall not apply, however, to criminal investigations.

- G. For purposes of progressive discipline, disciplinary actions shall be active for twelve (12) months from date of discipline. However, disciplinary actions shall remain active for eighteen (18) months for violations of the same rule.

**ARTICLE 25**  
**CANINE PAY**

Canine handlers will be given thirty (30) minutes of on-duty time, each scheduled duty shift, to provide for the care and grooming of an assigned canine or time and one-half (1 ½) for hours worked past the regular scheduled shift hours. The Sheriff shall determine whether the employee will be provided the thirty (30) minutes of on-duty time or the care and grooming will be completed after the employee's regularly scheduled work shift.

Canine handlers will receive thirty (30) minutes at one and one-half times their regular rate of pay which shall be converted to compensatory time for each scheduled day off, vacation, holiday or sick leave, for the care and grooming of the canine.

Procedures and regulations regarding the above shall be in accordance with the Sheriff's Canine Policy.

**ARTICLE 26**  
**LIGHT DUTY**

The Sheriff may allow an employee to return to work on a "light duty" basis if the employee has a physician's statement that releases the employee with limitation and/or restrictions. The light duty policy will be in accordance with the following criteria:

1. If there is a light duty position or work duties available within the Sheriff's Office that satisfied the restrictions set forth by the physician, the employee will be assigned to said positions or duties. Employees receiving worker's compensation shall take precedent for assignments to light duty positions.
2. If there is a light duty assignment available outside of the department that satisfies the restrictions set forth by the physician and the criteria set forth by the Sheriff's Office, an employee receiving worker's compensation may be assigned by the Sheriff to said position.
3. Light duty is not meant to be a permanent work arrangement and no permanent light duty positions are available.

The placement of an employee on light duty will be evaluated after thirty (30) days. The continuation of light duty will be based upon the health condition of the employee, as verified by a physician, and the staffing needs of the facility.



**ARTICLE 27**  
**LONGEVITY**

Longevity pay shall be paid according to the following schedule:

Upon completion of the 5<sup>th</sup> year through the 9<sup>th</sup> year- each full-time employee shall receive \$.26 per hour.

Upon completion of the 10<sup>th</sup> year through the 14<sup>th</sup> year- each full-time employee shall receive \$.46 per hour.

Upon completion of the 15<sup>th</sup> year through the 19<sup>th</sup> year- each full-time employee shall receive \$.92 per hour.

Upon completion of the 20<sup>th</sup> year- each full-time employee shall receive \$1.38 per hour.

Employees who are eligible for longevity shall receive longevity and longevity increases at the beginning of the pay period in which the employee's anniversary date occurs.

**ARTICLE 28**  
**SHIFT DIFFERENTIAL**

Employees who work the 6:00 p.m. to 6:00 a.m. shift shall be paid an extra incentive of \$.90 (ninety cents) per hour.

**ARTICLE 29**

## **EDUCATIONAL REIMBURSEMENT**

The County Education Assistance Program is provided as an incentive for employees to further their education and development. The incentive is provided through partial financial reimbursement. The course(s) must, in the Sheriff's determination, be law enforcement related or deemed job related by furthering the employee's skills and/or knowledge in his/her present job or in a future position with the Sheriff's Office. Participation in the program does not guarantee the employee a promotion and/or pay increase.

The employer will reimburse full-time employees who have completed, their introductory period, fifty percent (50%) of tuition for courses at an accredited education institution that have been approved by the Sheriff or his designee prior to enrollment in the class up to a maximum of one thousand one hundred dollars (\$1100) per fiscal year. Only tuition will be reimbursed, not books, lab fees, parking or other miscellaneous fees. Employees shall attend courses during their off duty hours only. The employee must successfully complete the course with a grade of "C" or better to receive reimbursement.

In order to be eligible to receive this benefit, an employee must complete the applicable request form and submit it to the Sheriff or his designee for approval no less than thirty (30) days prior to the start of the course. Upon completion of the course the employee must submit a copy of the grade(s) and the tuition costs to the employer within sixty (60) days in order to receive reimbursement. The County shall issue the employee a check for the reimbursement amount within forty-five (45) days of the employee's submission of grades and tuition costs. In the event the employee withdraws from the class prior to the completion of the class or fails to obtain at least a "C" grade, the Employer is not responsible for any reimbursement for the educational benefit.

Employees who terminate their employment with Pottawattamie County and have received educational reimbursement within the past twelve (12) months shall reimburse the County for the total amount of dollars the employee received under educational reimbursement within the past twelve (12) months. It shall be the responsibility of the Sheriff to notify the Auditor's Office prior to the issuing of the employee's final paycheck as to whether or not the employee is required to reimburse the County for funds spent on education reimbursement. This policy does not apply to required continuing education for County positions.

## **ARTICLE 30**

## SECONDARY EMPLOYMENT

Because of the nature of employment as law enforcement officers, the Sheriff's Office reserves the right to pass judgement on and regulate employees off duty activities. If employees wish to participate in off duty employment, they must request permission to do so each year. The following general guidelines apply in this area:

1. Employees shall not engage in off duty employment which is clearly in conflict with their on duty employment.

### A. Definitions

Off Duty Employment is defined as any compensation time while the employee is wearing the uniform or badge of authority of the Pottawattamie County Sheriff's Office, while off duty and the compensation is issued by anyone other than Pottawattamie County.

Conflict of Interest is an action by the employee while working off duty employment which is illegal, compromises the employee's on duty authority or causes a conflict with Departmental guidelines for the benefit of the off duty employer.

### B. Policy for Off Duty Employment

Employees may engage in off duty employment upon completion of their introductory period.

### C. Guidelines for Off Duty Employment

Employees cannot seek another job with any of the following:

- a. Business whose primary function is to serve alcoholic beverages.
- b. Private detective agency.
- c. Bail bond agency.
- d. Vehicle towing business.
- e. Bill collection or credit collection agency.
- f. Motor vehicle, accident investigation, or related areas business.

### D. Procedures for Approval of Off Duty Employment

Department approval is required before an employee can begin work at off duty employment. The following are the procedures for requesting Department approval:

- a. Complete a secondary employment form and submit it to the Chief Deputy or his designee.
- b. The Chief Deputy or designee may grant approval, grant approval with conditions, or deny the request.
- c. If conditions are included on any approval, they will be placed on the request for secondary employment form, and shall be followed or the approval will be considered invalid.
- d. Employees shall receive a copy of any approved, approved with conditions or disapproved request for secondary employment form.

E. Temporary Approval of Off Duty Employment

If there is not enough time for a full review of the request before the starting date of the secondary job, the Chief Deputy or designee may grant temporary approval. If temporary approval is granted, the request form shall be submitted for full approval as set out in the above sections within four (4) calendar days.

F. Reviews of Secondary Employment

1. Employees must give written notification to the Chief Deputy or designee of any changes in the secondary job.
2. Secondary employment may be reviewed at any time. These reviews are to ensure:
  - a. That the secondary job is not inconsistent with the duties as an employee of the Sheriff's Office.
  - b. That the job duties performed at the secondary job are not in conflict with any conditions which may have been given along with the Department's approval.
  - c. That an employee's performance of their official duties is satisfactory.

G. Renewing Secondary Employment

Secondary employment requests must be renewed every year. All renewals must be submitted by February 15<sup>th</sup> of each calendar year or as soon as practical for seasonal employment. Employees are to submit a secondary employment form and check the renewal box.

**ARTICLE 31**  
**INJURED ON DUTY POLICY**

An employee, including an introductory employee, who has been injured in the scope and course of his/her employment with the Employer and who is eligible for Worker's Compensation payments shall adhere to the Iowa Worker's Compensation statute. When an employee is entitled to Worker's Compensation benefits, the employee shall be eligible for a supplemental payment by the County. The employee will not be required to utilize sick leave or other paid leave while recovering from said injury for the first three hundred sixty-five (365) calendar days.

The supplemental payment shall be an amount equal to the difference between the employee's net pay and the amount of the weekly Worker's Compensation benefit the employee receives. "Net pay" for the purpose of this article shall mean the employee's base salary minus deductions for taxes, social security and IPERS.

The supplemental pay shall continue for three hundred sixty-five (365) days, or until the employee has reached maximum medical improvement, whichever comes first. If a Worker's Compensation settlement is agreed upon and approved by order of a court of competent jurisdiction, the County shall provide no further supplemental benefit under the terms of this agreement.

The employee shall not be entitled to a supplemental payment under this section in an amount that, when added to any Worker's Compensation benefit will result in the employee receiving total compensation greater than the average weekly net wage for the applicable period of time.

## **ARTICLE 32**

### **ATTENDANCE**

In order to ensure the Pottawattamie County Sheriff's Office provides the appropriate and timely response to the citizens of Pottawattamie County, it is the policy of Pottawattamie County to require employees to report for work punctually and to work all scheduled hours and any required overtime. Excessive tardiness and poor attendance disrupt work flow and service to the taxpayers of Pottawattamie County and therefore cannot be tolerated.

#### **Definitions:**

##### **Unauthorized Absence:**

An absence is considered to be unauthorized if the employee has not followed proper notification procedures or the absence has not been properly approved.

##### **Tardy:**

A tardy is defined as reporting to work after the designated start time at the beginning of the work shift or reporting to work late after designated lunch and break times

##### **Sick Leave Abuse:**

Sick leave abuse means the utilization of sick leave for unauthorized purposes or the misrepresentation of the actual reasons for charging an absence to sick leave. This may include a chronic or patterned use of sick leave. Supervisors will document all sick leave absences on Sick Leave Usage Control calendar in order to assist with the identification of potential sick leave abuse. Indications of sick leave abuse may include but are not limited to the following:

- a) Patterned use of sick days or unpaid leave the day before, or the day after, regularly scheduled days off.
- b) Patterned use of sick leave or unpaid leave the day before, or the day after, a holiday.
- c) Patterned illness on Holidays for which the employee is scheduled to work.
- d) Patterned use of sick leave on days that have been submitted for time off and have previously been denied.
- e) Patterned use of sick leave or unpaid leave on the same day or the week, or month.
- f) Patterned use of sick leave or unpaid leave on, or the day after, payday.

Pattern use shall be considered any three (3) or more occurrences of any one of the above or determined events in a rolling calendar year.

#### **Procedure:**

1. Employees are expected to be engaged in carrying out their duties during all scheduled work time and must be ready to begin working at their scheduled starting time. Employees shall be subject to disciplinary action for tardiness, unauthorized absences, and/or sick leave abuse.
2. Employee must notify their supervisor at least one (1) hour prior to scheduled shift whenever they are unable to report for work, know they will be late, or must leave early. The notice should include a reason for the absence and an indication of when the employee can be expected to report to work. Failure to notify the supervisor of any absence may result in loss of compensation during the absence and may be grounds for disciplinary action.
3. When an employee calls to report an absence due to illness, the supervisor will acknowledge the telephone call. Approval or denial will be administered when the employee leave records are calculated for payroll purposes. If an employee has exhausted their sick leave, the employee will not be compensated unless approval to utilize other available paid leave is received from the Sheriff or designee.
4. Employees shall not be paid for time missed due to late arrival if the time missed exceeds five (5) minutes after starting or before quitting time unless approval to utilize paid leave is received from the Sheriff or designee.
5. Employees who are delayed in reporting for work by thirty (30) minutes or more and who have not notified their supervisor in advance of their scheduled start time of their expected tardiness may lose their right to work the balance of the work day. Employees, who lose their right to work the balance of the work day, shall not receive compensation for the day unless approval to utilize paid leave is received from the Sheriff or designee. In addition, employees who report for work without proper equipment or in improper attire may not be permitted to work. Employees who report for work in a condition considered not fit for work, whether for illness or any other reason, will not be allowed to work and will be allowed to utilize appropriate accumulate leave.
6. Employees are generally expected to report for work during inclement weather conditions if Pottawattamie County does not declare an emergency closing. If Pottawattamie County closes the courthouse due to a weather emergency, essential personnel, as designated by the Sheriff are required to report for duty as scheduled.



7. Employees will not be required or permitted to work any period of time before or after scheduled starting or quitting times for the purpose of making up time lost because of tardiness or unauthorized absence.
8. Employees who are absent from work for three (3) consecutive days without giving proper notice will be considered as having voluntarily resigned. At the expiration of those three days, the Sheriff's Office will formally note the resignation and advise the employee of the action by certified mail to the employee's last known address.
9. It is incumbent upon the supervisors to report observed patterns and frequency of tardiness and the use of sick leave or unpaid leave by their employees.
10. The Sheriff's Office shall utilize a point system in regard to tardy and "no call, no show" absences.
  - A. Employees will be charged points for absences in accordance with the following:
    - Each late in (tardy) or early out, 5 minutes or more 1 point
    - 3 late in (tardy) or early outs of 3-4 minutes within a Pay period ½ point
    - Each "no call, no show" for work 5 points

Employees shall be notified in writing when points have accrued. The written notification shall be hand delivered or put in the employee's box. The notification shall include the points charged, the reason for the points and the total number of points accrued to date. An employee who wishes to contest points charged, shall direct their question to the Chief Deputy or Sheriff.

- B. If an employee has completed their introductory period and has an absence-free quarter, then the employee shall be compensated with eight (8) hours if a non-continuous shift employee or twelve (12) hours if a continuous shift employee, of compensatory time at the straight time rate. An absence free quarter shall mean no tardies of five (5) minutes or more, no unpaid suspensions, no unpaid days off and no use of sick time.
- C. The following absences will not be charged as absences when determining an absence-free quarter:

- Any paid leave approved in advance by a supervisor with the exception of sick leave; unless such leave is utilized for the purpose of sick leave.
- Worker's Compensation or sick leave utilized in conjunction with Worker's Compensation;
- Military Leave, Funeral Leave, Jury Duty, Election Duty or absence as a result of a subpoena,
- Those determined non-chargeable by the Chief Deputy after consultation with the Sheriff.

D. Employee will be disciplined for points accrued in accordance with the following:

- |                     |                            |
|---------------------|----------------------------|
| • 4 points          | Oral Reprimand             |
| • 6 points          | Written Reprimand          |
| • 8 points          | 1 day suspension           |
| • 10 points         | 3 days suspension          |
| • 12 points         | 6 days suspension          |
| • 14 points & above | Termination recommendation |

Points will automatically accrue according to policy and shall be based upon a "rolling" twelve (12) month period. The "rolling" 12 month period is measured backward from the date of point accrual. Points will be removed one (1) year from the date accrued.

**ARTICLE 33**  
**OFF DUTY LAW ENFORCEMENT ACTIONS**

Any time spend while off-duty effectuating a felony or misdemeanor arrest (exclusive of traffic related offenses) will be compensable hours of work. Deputies working approved secondary employment within Pottawattamie County shall receive compensation from the County at the appropriate rate when required to utilize arrest powers. Such compensation shall only be for the time spent effectuating the arrest. Provisions of Article 9, B. Call Back shall not apply. The power of arrest will only be used in accordance with all Sheriff's department policies, procedures and special orders. Any compensation received by a Deputy Sheriff from a secondary employer for time spent on an arrest will be remitted back to the County by the Deputy.

In the event that an off duty arrest results in court time related to the criminal prosecution of the individual arrest, such time shall be compensable under Article 9, B Call Back.

ARTICLE 34  
EFFECTIVE PERIOD

This Agreement shall be effective July 1, 2021 and shall remain in full force and effect through June 30, 2023.

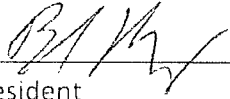
This Agreement shall be automatically renewed from year to year thereafter, unless either party shall notify the other in writing not later than September 15 of each year that it wishes to modify this Agreement.

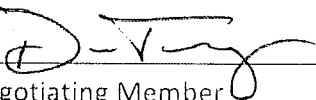
In the event that such a notice or modification is given, negotiations shall begin no later than the first day of October following such notification.

This Agreement shall remain in full force and effect while negotiations are in progress.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized representative this \_\_\_\_\_ day of \_\_\_\_\_, 2021.

POTTAWATTAMIE COUNTY  
DEPUTY SHERIFFS ASSOCIATION

By   
President

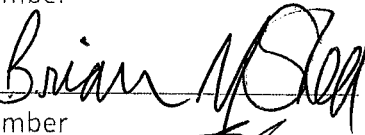
By   
Negotiating Member


By \_\_\_\_\_  
Negotiating Member

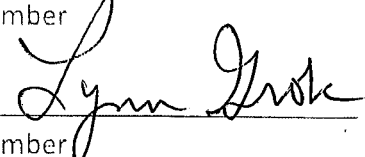
POTTAWATTAMIE COUNTY  
BOARD OF SUPERVISORS

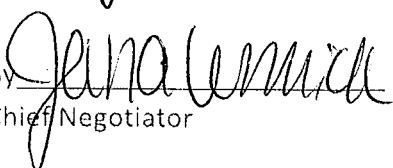
By   
Chairman

By   
Member

By   
Member

By   
Member

By   
Member

By   
Chief Negotiator